

CERTIFICATE OF MAILING

I hereby certify that this document is being deposited with the U.S. Postal Service, with sufficient postage, as first class mail in an envelope addressed to the Commissioner for Patents, Mail Stop RCE, P.O. Box 1450, Alexandria, VA 22313-1450, on this 11th day of March, 2004.

Signed: George Ford  
MAR 15 2004  
U.S. PATENT & TRADEMARK OFFICE

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

The application of: Lewis et al.

Examiner: Johnson, Blair M.

Serial No.: 09/978,409

Art Unit: 3634

Filed: October 16, 2001

For: DOOR

Attorney Docket No.: 21488/04064

Commissioner for Patents  
Mail Stop RCE  
P.O. Box 1450  
Alexandria, VA 22313-1450

RECEIVED  
MAR 22 2004  
GROUP 3600

DECLARATION OF JOHN W. LEWIS, JR.

Dear Sir:

I, John W. Lewis, Jr., state as follows:

1. I am Vice President, Engineering for Philips Products, Inc., assignee of the present application, (hereinafter Philips) and I have worked for Philips for 6 1/2 years. I am a named inventor and I was present for the events described herein and therefore attest to these facts based on my first-hand knowledge of the events and occurrences.

2. An improved door assembly ("Door") was conceived by the named inventors with embodiments that include one or more of the following features: (A) a door main frame incorporating an unbroken sealing surface with recessed prime door frame hinges; (B) a square cut threshold; (C) a hinge pin isolated from the hinge leafs by use of bushings, thus avoiding

metal-to-metal contact; (D) a prime door sealing member which is continuous and unbroken around the door frame periphery; (E) at least one hinge leaf that fits into a notch in the frame.

3. An early discussion regarding the drawbacks of existing door technology took place between R. McMillan and A. Jernigan of Philips and individuals of a potential manufacturer and potential distributor, Fleetwood Enterprises, Inc. (hereinafter Fleetwood). Fleetwood was represented by B. Gilbreath, and B. Tinnel. No aspects of the improved door assembly described in paragraph 2 were disclosed by Philips.

4. John Lewis and Jack Gehring of Philips visited second potential manufacturer and potential distributor, Winnebago Industries (hereinafter Winnebago) to discuss the prospects of Philips supplying a front entry door for Winnebago. No aspects of the improved door assembly described in paragraph 2 were disclosed by Philips.

5. An early prototype (version 4.0) of the Door including features (A) and (D) was shown in confidence to Rod Poulson, representing Fleetwood, in order to obtain research, development and commercial feasibility feedback in connection with the possible further development of the prototype. These select confidential meetings occurred at an RV show in Louisville on December 2, 1998, with Rod Poulson representing Fleetwood and Jack Gehring, Steven Saffell, John Lewis, Jim Welz and John Runte representing Philips.

6. A separate confidential meeting occurred at the December 2, 1998, RV show in Louisville at which the early prototype (version 4.0) was shown to Steve Dummett, representing Winnebago, to obtain research, development, and commercial feasibility feedback in connection with further possible development of the prototype.

7. A memo describing changes incorporated in a newer prototype (version 5.0) to features A, D and E was provided in confidence to Rod Poulson of Fleetwood. This memo was sent on December 4, 1998. (Attachment 1)

8. Winnebago was contacted about a possible new door under development. A confidentiality agreement was executed between Philips and Winnebago. This agreement was executed on December 17, 1998. (Attachment 2)

9. A five-page confidential facsimile was sent to Winnebago for research and development purposes showing features A-E, but not the final iteration of these features, of the prototype Door (version 5.3). This facsimile was sent on January 20, 1999. (Attachment 3)

10. A telephone conversation in confidence between Rod Poulson of Fleetwood and Jack Gehring of Philips occurred regarding changes to features C and D of the Door as part of a new iteration (version 7.0) This phone conversation occurred on February 17, 1999.

11. Version 7.0 of the prototype Door, including features A-E and the revisions described in paragraph 7, was shown in confidence to Fleetwood for review on April 8, 1999.

12. Confidential review of a hand-constructed prototype of version 7.0 was made on site at Fleetwood by Larry Budica, Judy Kiel, and Rod Poulson of Fleetwood on June 22, 1999. No tooling had yet been made to produce versions with bent relatively heavy gauge metal.

13. Regarding the confidential meetings summarized in paragraphs 3-11, the nature of these meetings was solely for research and development purposes. As such, each meeting was held away from the general public. For example, if a meeting took place at a trade show, the meeting was moved away from the show floor onto a bleacher area. The prototype was at no time fully visible outside the offices of the respective meetings. At most a 12 inch cutaway portion of the prototype was used during confidential meetings at trade shows. Prior to each showing of the prototype, a representative of Philips explained the reason for showing the product and the expectation of confidentiality. The prototype was not shown to anyone who did not agree and fully understand the research and developmental nature of the showing and the requirement of confidentiality. Additionally, the documents exchanged, as summarized in paragraphs 3-9, were exchanged with an understanding that any information disclosed by the document composer was to be maintained in confidence by the recipient.

14. An invoice was generated by Philips on October 10, 2000, for 10 prototype doors. The 10 prototype doors were to be provided to Fleetwood no later than October 13 for pilot run installation and development testing. A price indicated on the invoice reflected the cost for materials and labor, but not including a profit margin. The labor cost reflected the extra time required to hand produce each prototype. This was not a commercial sale of the Doors. (Attachment 4)

15. A confidentiality agreement between Fleetwood and Philips was executed on October 11, 2000. (Attachment 5) This agreement recites that Philips is interested in selling to the Company the product that had previously been provided as a confidential prototype. The agreement includes in its definition of Confidential Material, all manufacturing processes, devices, machinery, or production methods of Philips, information, drawings, prototypes (including a prototype of a door which has already been disclosed in confidence to the Company), documentation, know-how, devices and objects disclosed or made available to the Company by Philips and all information, drawings, documentation, know-how devices, objects or prototypes, whether prepared by the Company or its affiliates or representatives or others, that contain or otherwise reflect or are based upon, in whole or part, the above described information disclosed or made available to the Company by Philips. This agreement memorialized the prior oral agreement of confidentiality and the future agreement of confidentiality.

16. On October 16, 2000, five of the prototype doors were installed and later tested on Fleetwood vehicles. Philips representatives Jack Gehring, C. Rizzo and John Lewis of Philips were present to assist with installation. The remaining five prototype doors were installed by Fleetwood alone after October 16.

17. A list of notes and engineering action items jointly generated as a result of the pilot run testing was provided from Philips to Fleetwood on October 19, 2000. This list included requests for replacement of some components of the initial design with parts having different engineering properties or structure. This list also requested the redesign of certain components and modified manufacturing or installation procedures. The list also provided suggestions for improved shipping of the doors and drawing and specification changes. (Attachment 6)

18. A purchase order from Fleetwood for 30 additional prototype doors was executed on November 1, 2000. This purchase order did not include an indication of purchase price. (Attachment 7)

19. An invoice corresponding to the purchase order of November 1, 2000 was generated on January 10, 2001. A price indicated on the invoice reflected the cost for materials and labor, but did not include a profit margin. (Attachment 8)

20. A request was received on April 9, 2001 from a representative of Fleetwood for an official price quotation from Philips so commercial pricing could be established at Fleetwood. (Attachment 9)

21. A utility patent application including claims to the improved door assembly was filed on October 16, 2001.

22. The above-referenced patent application for the Door was filed prior to one year after any *commercial* sale, offer for sale, or public use of the product.

23. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

June, 09<sup>th</sup> Mar. 2004  
Date

John W. Lewis, Jr.  
John W. Lewis, Jr.



Manufacturing Quality Components for Better Building

# Engineering Memo

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**TO:** Distribution  
**FROM:** John Lewis, Rodney McMillan  
**DATE:** 04 December 1998

**SUBJECT:** Prints, 5<sup>th</sup> Iteration RV Door

---

Attached are the drawings reviewed in the meeting with J. Lewis, R. McMillan, S. Saffell, N. Heffner, J. Runte, and J. Gehring. If you have questions, comments, concerns, or suggestions, please provide to Rodney or myself as soon as possible.

attachments (9 pages)

/jwlj

distribution:

Jack Gehring  
Nick Heffner  
John Lewis  
Rob Manthey  
Rodney McMillan  
Ray Runge  
John Runte  
Steven Saffell

xc: Mike Jones

Thanks!  
*John Lewis*

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DEC 04 1998

page 1 of 9

# ITERATION FIVE RV DOOR

remaining issues to be resolved:

—main frame

look at threshold area

CHOOSE PRIMARY WEATHERSEAL!

think "out-of-the-box" on door

—screen door:

slide bubble--make easier--to--operate

kick panel retention system

notching away stile to make allowance for

for striker bolt

"healing up" the new screen door frame

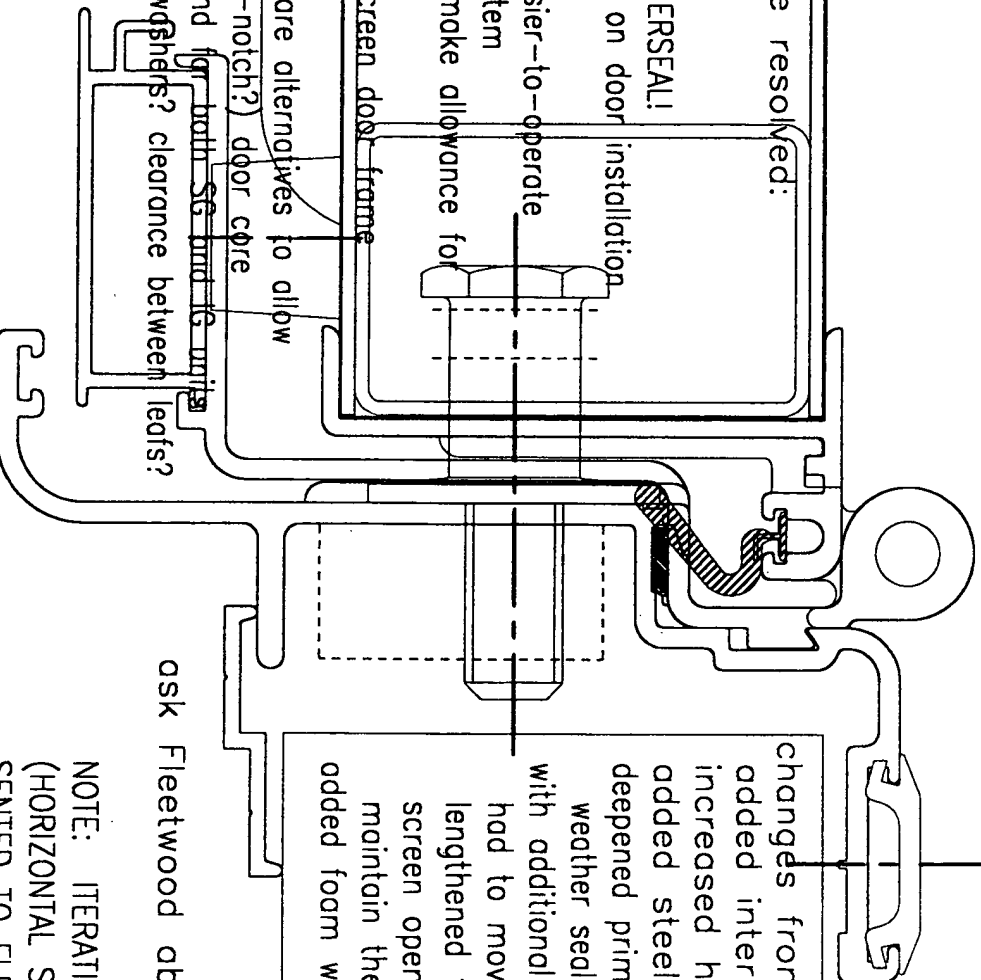
—door core:

look at operating hardware alternatives to allow

for a stronger (no V-notch?) door core

design a window surround for both 56 and 66 mil

hinges--steel sleeved? washers? clearance between leafs?



changes from iteration 4:

added interlocking hinge feature

increased hinge barrel diameter

added steel sleeve to hinges

deepened primary weatherseal area for larger

weather seal (this isn't set for a particular w/s)

with additional material in mainframe area,

had to move wall to the right, and

lengthened the backside rib, and shifted

screen opening leg the same amount so as

maintain the egress opening on the door

added foam w/s to back side of screen hinge

ask Fleetwood about the wall thickness

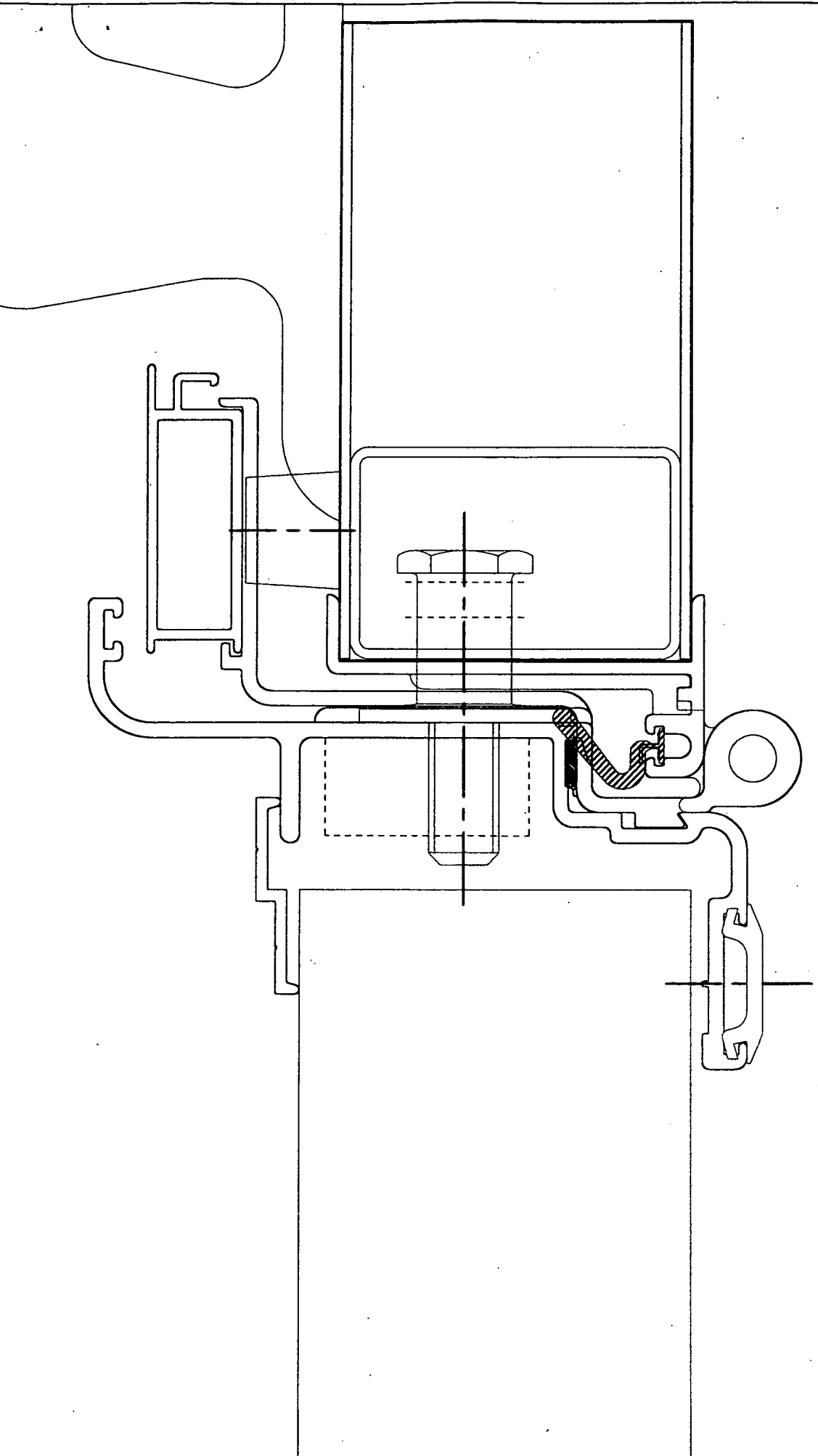
NOTE: ITERATION 4 DOOR WAS PROTOTYPED (HORIZONTAL SLICE) ON 12-01-98, AND PRESENTED TO FLEETWOOD AND WINNEBAGO ON 12-02-98 (AT RVIA SHOW IN LOUISVILLE)

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DEC 04 1994

page 2 of 9

# ITERATION FIVE RV DOOR



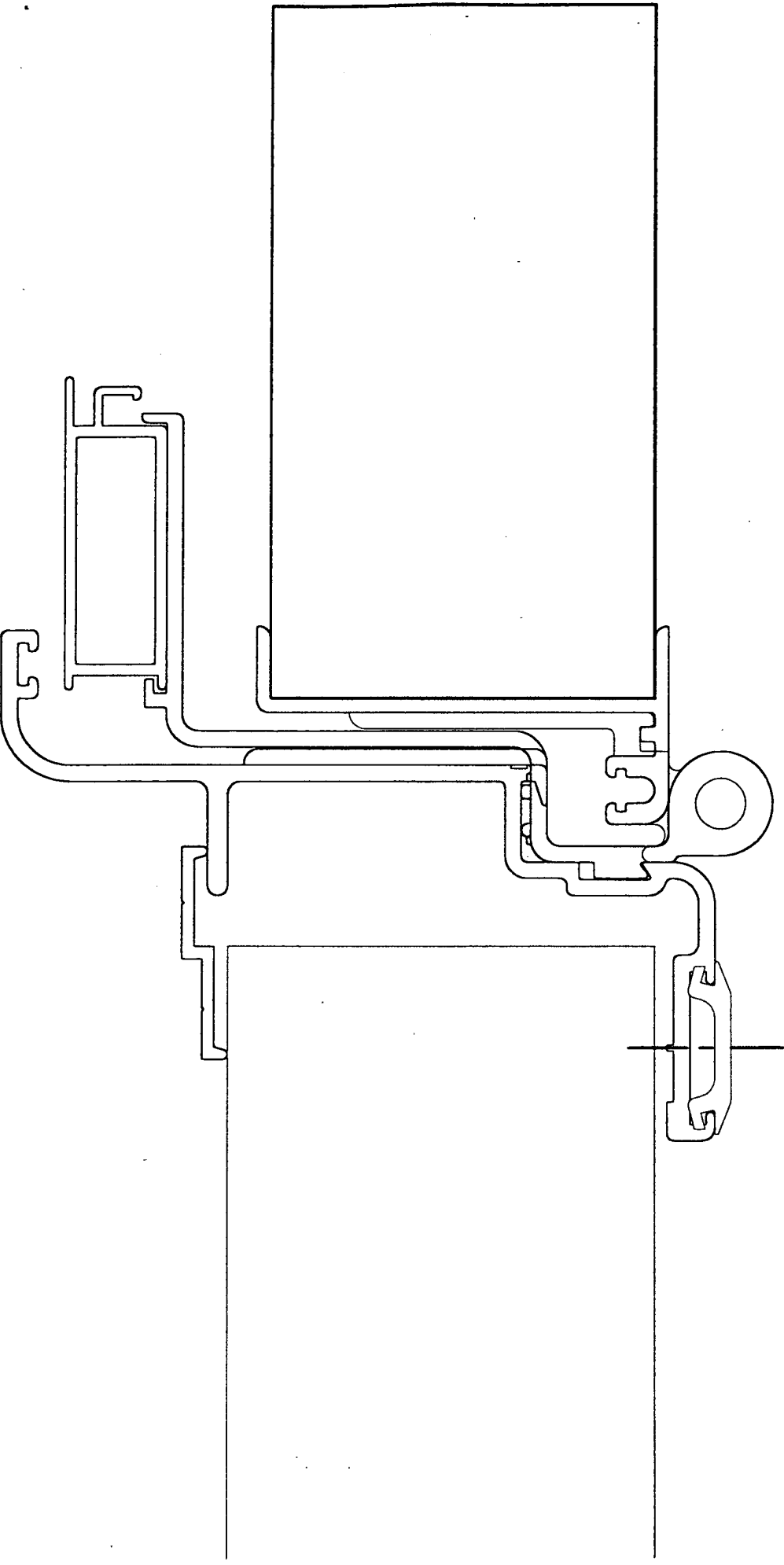


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DEC 04 1996

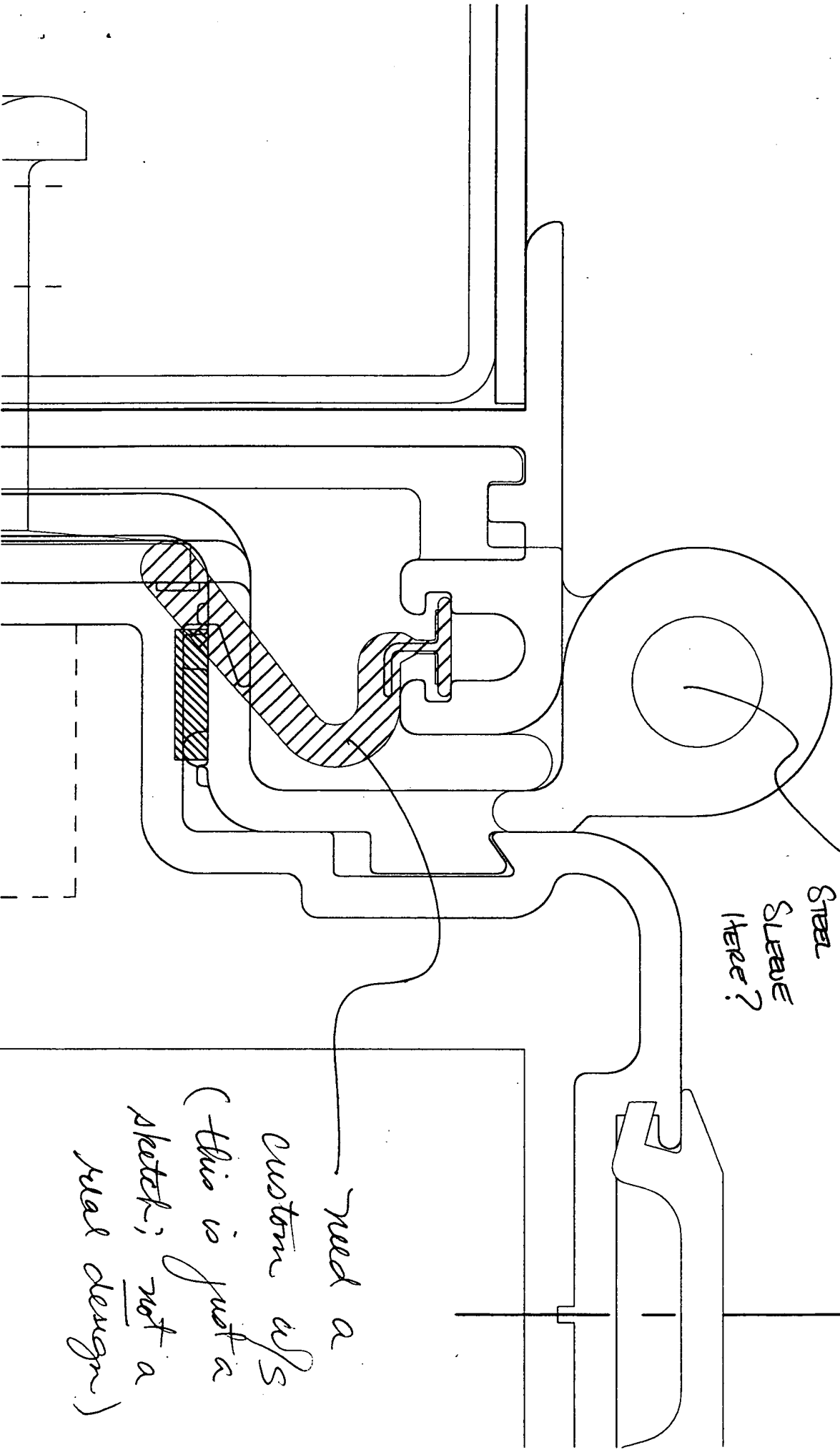
page 3069

# ITERATION FIVE RV DOOR



could we  
use  
steel  
sleeve  
here?

need a  
custom w/s  
(this is just a  
sketch; not a  
real design)



hinge pin ○

screw cover 

door hinge leaf

door core surround

door core skins


door core sub-frame

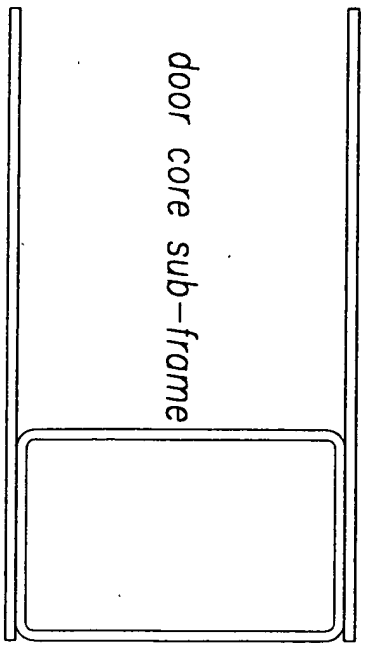
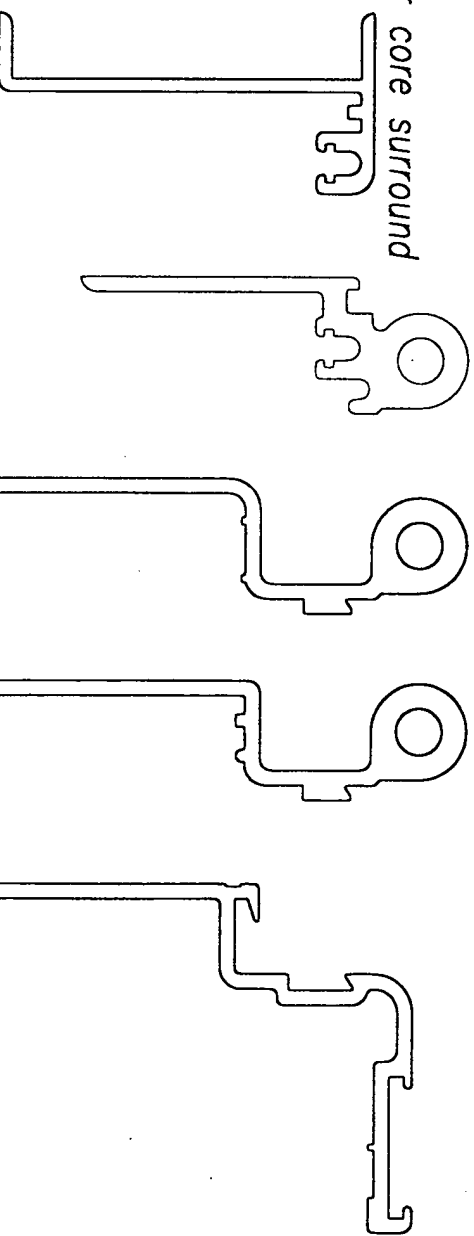
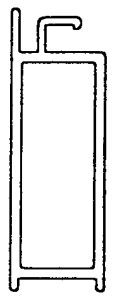
stationary  
hinge leaf

screen door hinge leaf

main frame

screen door frame

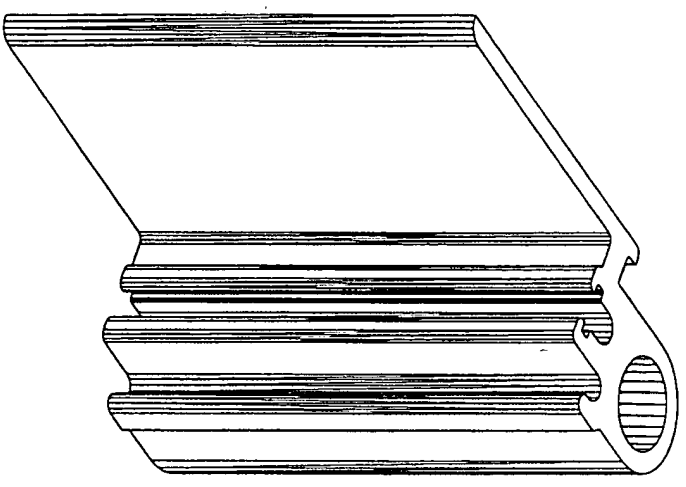
trim ring 



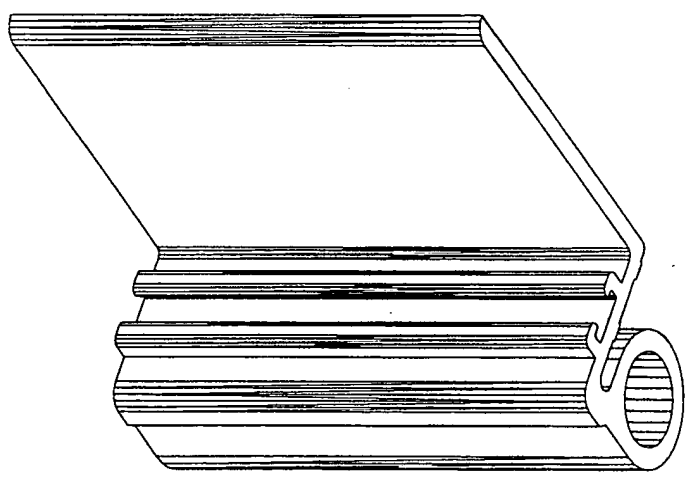
1000 500

Page 6

page 6 of 9



ITERATION  
5  
Door Core  
Hinge  
(Accepted)



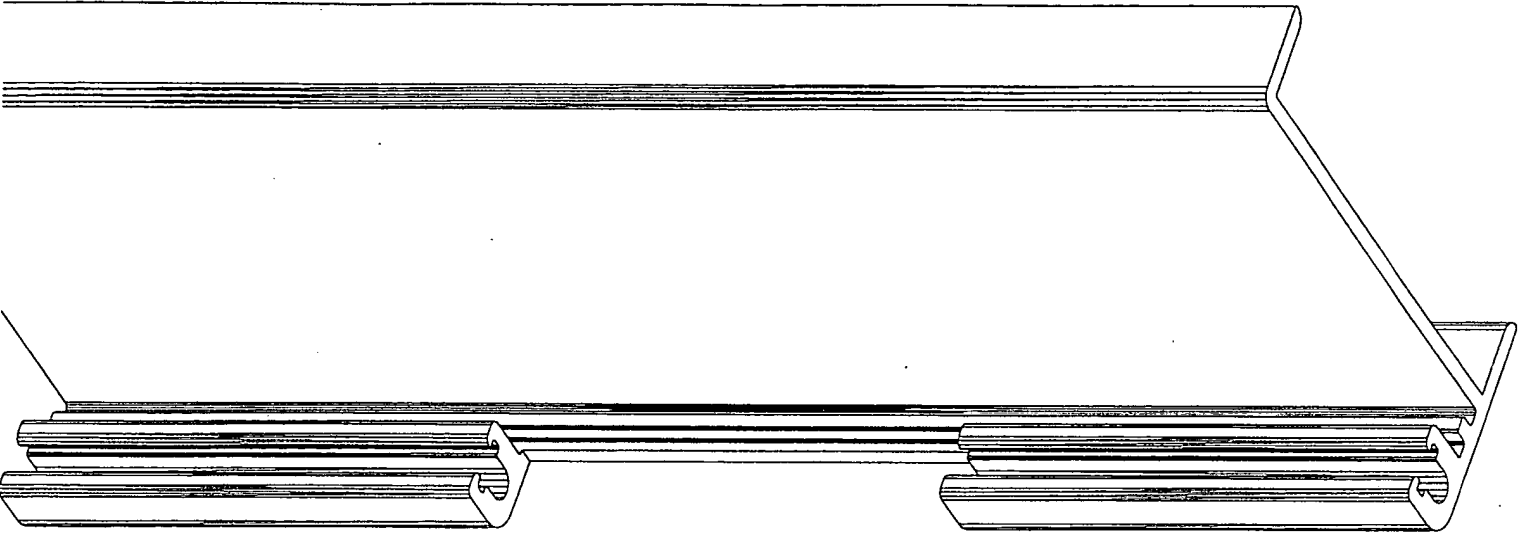
ITERATION  
4  
Door  
Core  
Hinge  
(Discarded)

# FABRICATION

page 7 of 9

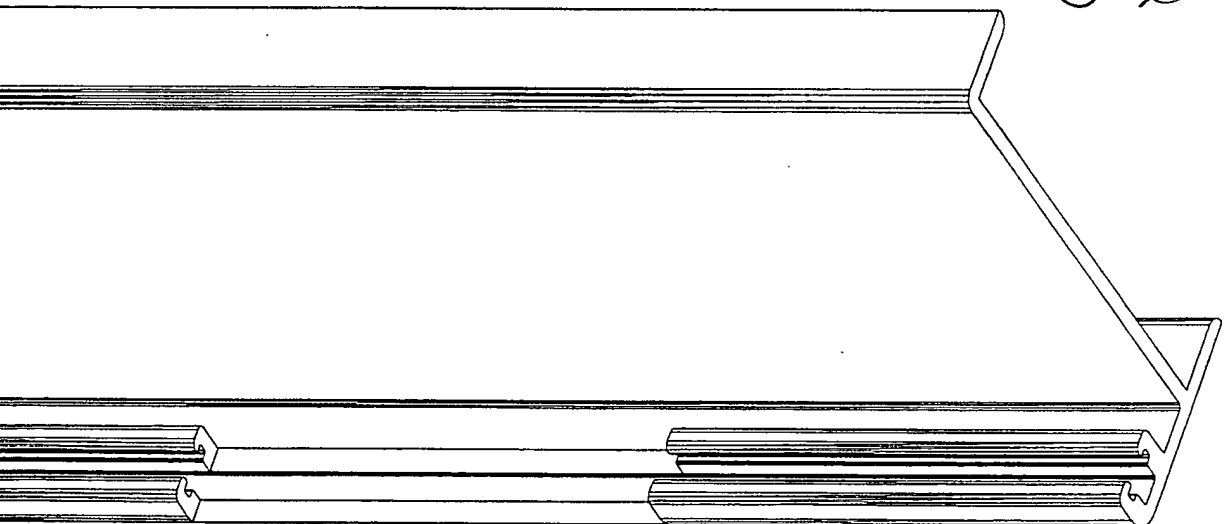
ITERATION  
5

Door Core  
Surround  
(accepted)



ITERATION 4

Door Core  
Surround  
(rejected)

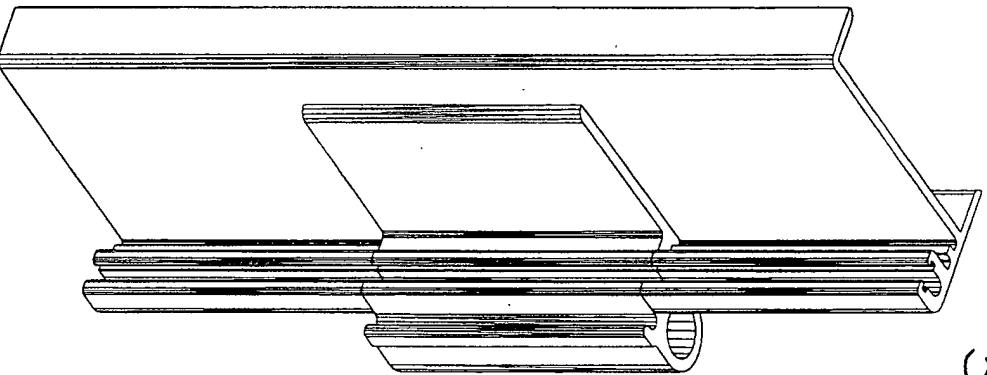


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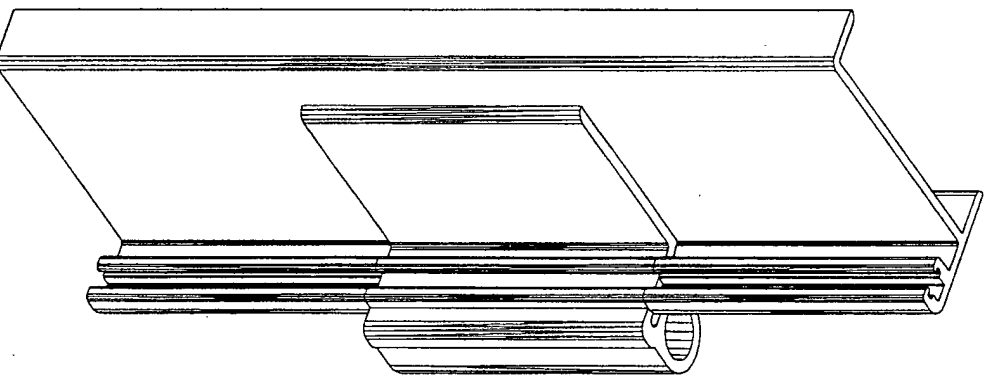
OCT 1 1980

page 8 of 9

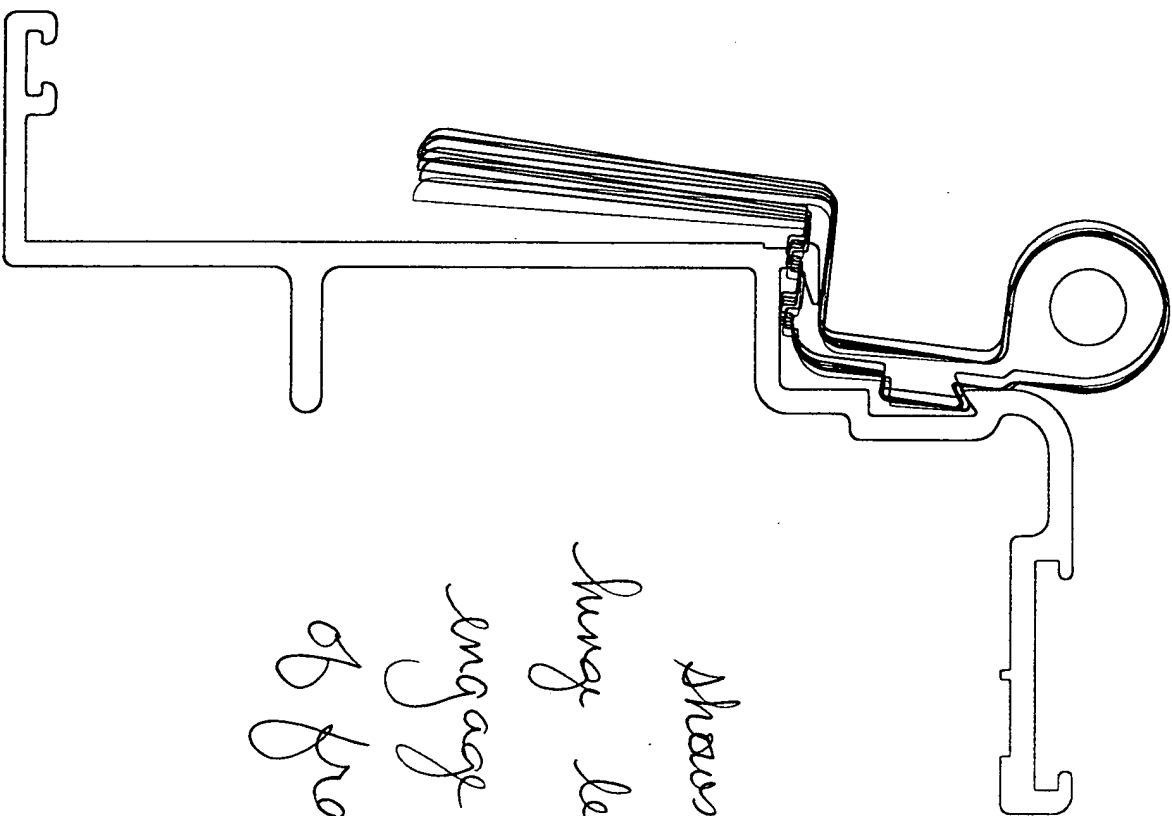
Iteration  
5



Iteration  
4  
(rejected)



page 3 of 9



show that stationary  
hinge leaf should  
engage locking area  
of frame.

## CONFIDENTIALITY AGREEMENT

This agreement made this 17 day of December, 1998, by and between PHILIPS PRODUCTS DIVISION OF TOMKINS INDUSTRIES, INC., an Ohio corporation, having its principle place of business at 3221 Magnum Drive, Elkhart, Indiana 46516 ("Philips"); and Winnebago Industries (the COMPANY").

### Recitals:

- A. The COMPANY may be interested in purchasing certain product manufactured by PHILIPS for use in its recreational vehicles.
- B. PHILIPS is interested in selling the product to the COMPANY.
- C. In connection therewith, PHILIPS has furnished in confidence to the COMPANY a prototype of a product which the COMPANY may be interested in purchasing and may furnish to the COMPANY additional proprietary information of PHILIPS.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Definition. "CONFIDENTIAL INFORMATION" as used herein shall mean all manufacturing processes, devices, machinery, or production methods of PHILIPS, information, drawings, prototypes (including a prototype of a door which has already been disclosed in confidence to the COMPANY), documentation, know-how, devices and objects disclosed or made available to the COMPANY by PHILIPS and all information, drawings, documentation, know-how devices, objects or prototypes, whether prepared by the COMPANY or its affiliates or representatives or others, that contain or otherwise reflect or are based upon, in whole or part, the above described information disclosed or made available to the COMPANY by PHILIPS.
2. Trade Secret Acknowledgment. The COMPANY acknowledges and agrees that CONFIDENTIAL INFORMATION is valuable trade secret of PHILIPS and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Philips.
3. Treatment of the CONFIDENTIAL INFORMATION. In consideration of the disclosure to the COMPANY of CONFIDENTIAL INFORMATION, the COMPANY agrees to treat CONFIDENTIAL INFORMATION in confidence and to undertake the following additional obligations with respect thereto:
  - a. not to disclose CONFIDENTIAL INFORMATION outside of the COMPANY;  
to allow access to CONFIDENTIAL irreparable harm and loss to PHILIPS.
  - b. INFORMATION in confidence to COMPANY employees only on a "need to know" basis who are or will be bound by an appropriate confidentiality agreement which contains obligations sufficient to carry out the obligations contained in the Agreement.
  - c. to use the CONFIDENTIAL INFORMATION solely for the purpose of evaluating whether it desires to purchase product from PHILIPS;
  - d. not to copy CONFIDENTIAL INFORMATION or any portion thereof, and
  - e. to return CONFIDENTIAL INFORMATION and all documents, prototypes, notes or physical evidence thereof to PHILIPS upon a request therefor from PHILIPS.
4. Remedies. The COMPANY agrees that money damages would not be a sufficient remedy for any breach of this Agreement, that in addition to all other remedies PHILIPS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and the COMPANY further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
5. Survival of obligations. The restrictions and obligations of paragraph 3 of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the COMPANY, its successors, heirs and assigns.
6. Negation of Licenses. Except as expressly set forth herein, no rights or license, expressed or implied, are hereby granted to the COMPANY as a result of or related to this agreement.



7. Applicable Law. This agreement shall be construed and enforced in accordance of the laws of the State of Ohio.
8. Agreement applications. The obligations in this Confidentiality Agreement regarding CONFIDENTIAL INFORMATION are not applicable to proprietary information which:
- a. is in, or subsequently comes into, the public domain without the wrongful act or breach of this Agreement by the COMPANY; or
  - b. can be shown by credible written evidence to have been known to the COMPANY prior to PHILIPS' disclosure; or
  - c. is developed by the COMPANY entirely independent of the disclosure; or
  - d. is disclosed with PHILIPS' prior written approval; or
  - e. is disclosed to the COMPANY by a third party not under any obligation with respect to proprietary information; and
  - f. PHILIPS hereafter discloses to a third party not under conditions of confidence but only to the extent said information is disclosed.
9. Term. Notwithstanding the earlier expiration, termination or cancellation of this Confidentially Agreement and return of PHILIPS' CONFIDENTIAL INFORMATION, the COMPANY'S obligation to protect CONFIDENTIAL INFORMATION survives this Agreement for a period of not more than two (2) years from the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PHILIPS PRODUCTS  
TOMKINS INDUSTRIES, INC.  
PHILIPS PRODUCTS DIVISION

By: John W. Lewis, Jr.  
Title: VP, ENGINEERING

WINNEBAGO INDUSTRIES

By: Todd Jones  
Title: Buyer II

3221 Magnum Drive  
Elkhart, IN 46515  
Phone: 219-296-0000  
Fax No: 219-296-0146

**Philips Products  
Prod. Engineering**

# Fax

**To:** Steve Dummett @ Winnebago

**From:** John Lewis

**Fax:** 515-582-6714

**Pages:** 5

**Phone:**

**Date:** January 20, 1999

**Re:**

**CC:**

☐ Urgent    ☐ For Review    ☐ Please Comment    ☐ Please Reply    ☐ Please Recycle

● **Comments:**

Attached: latest version drawings

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**FEB 27 2004**  
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# ITERATION 5.3 RV DOOR

Philips Products

19 January 1999

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JAN 20 1999

*John Lewis*  
*<fax to Winnipeg>*

**CONFIDENTIAL!**

hinge pin ○

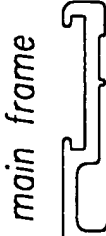


screw cover

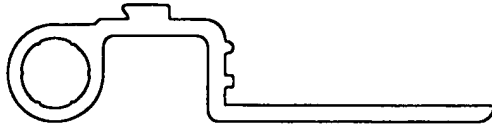


sleeve

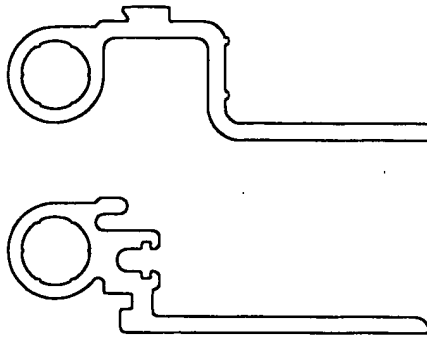
door hinge leaf



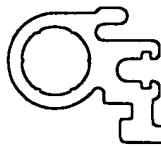
main frame



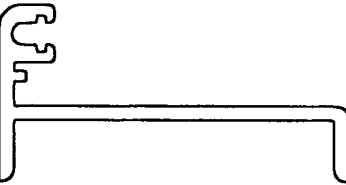
stationary hinge leaf



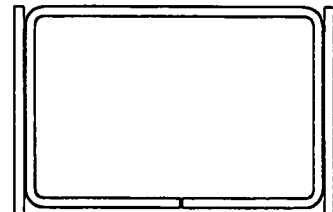
screen door hinge leaf



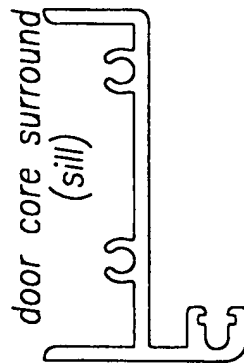
door core surround



door core sub-frame



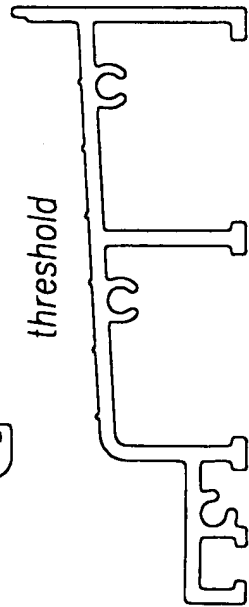
door core skins



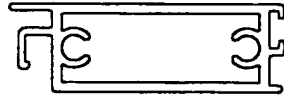
door core surround (sill)



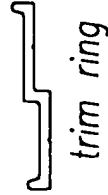
threshold cap



threshold



screen door frame



trim ring



seal-pile

screen door frame sill

PARTS

PAGE 1 OF 4

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JAN 20 1999

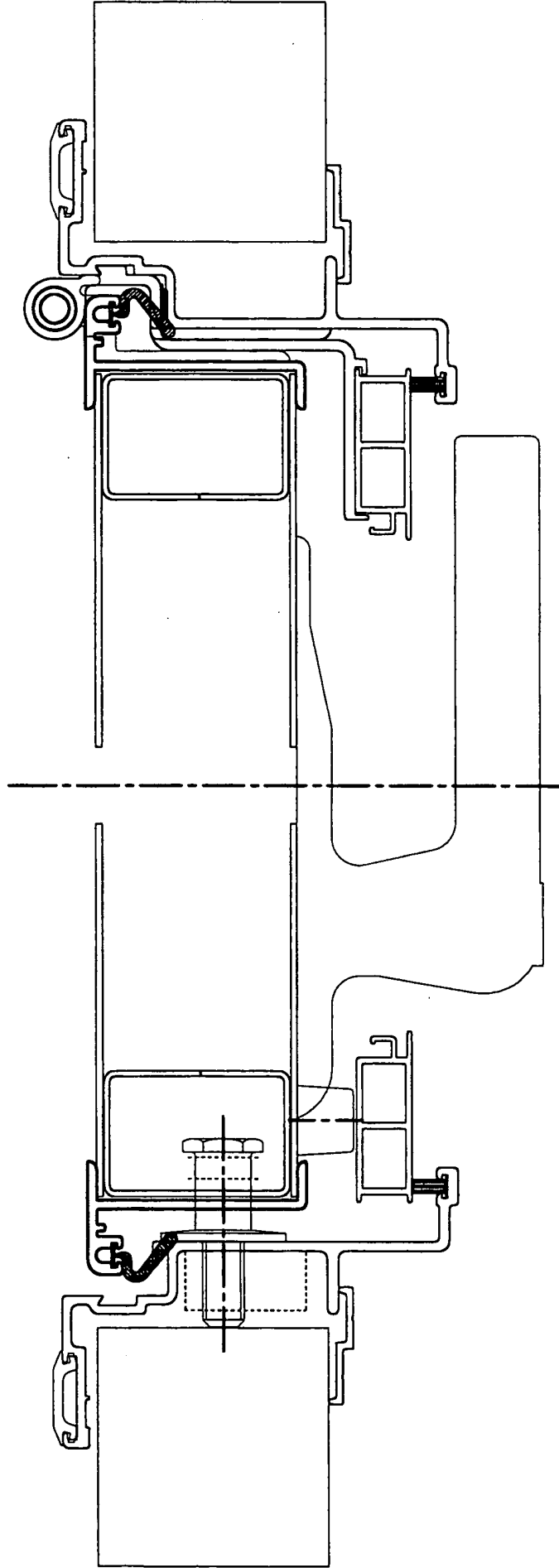
*John Lewis*  
*<fax to Winnbag>*

ITERATION 5.3 RV DOOR

Philips Products

19 January 1999

**CONFIDENTIAL!**



ITERATION 5.3 RV DOOR

Philips Products

19 January 1999

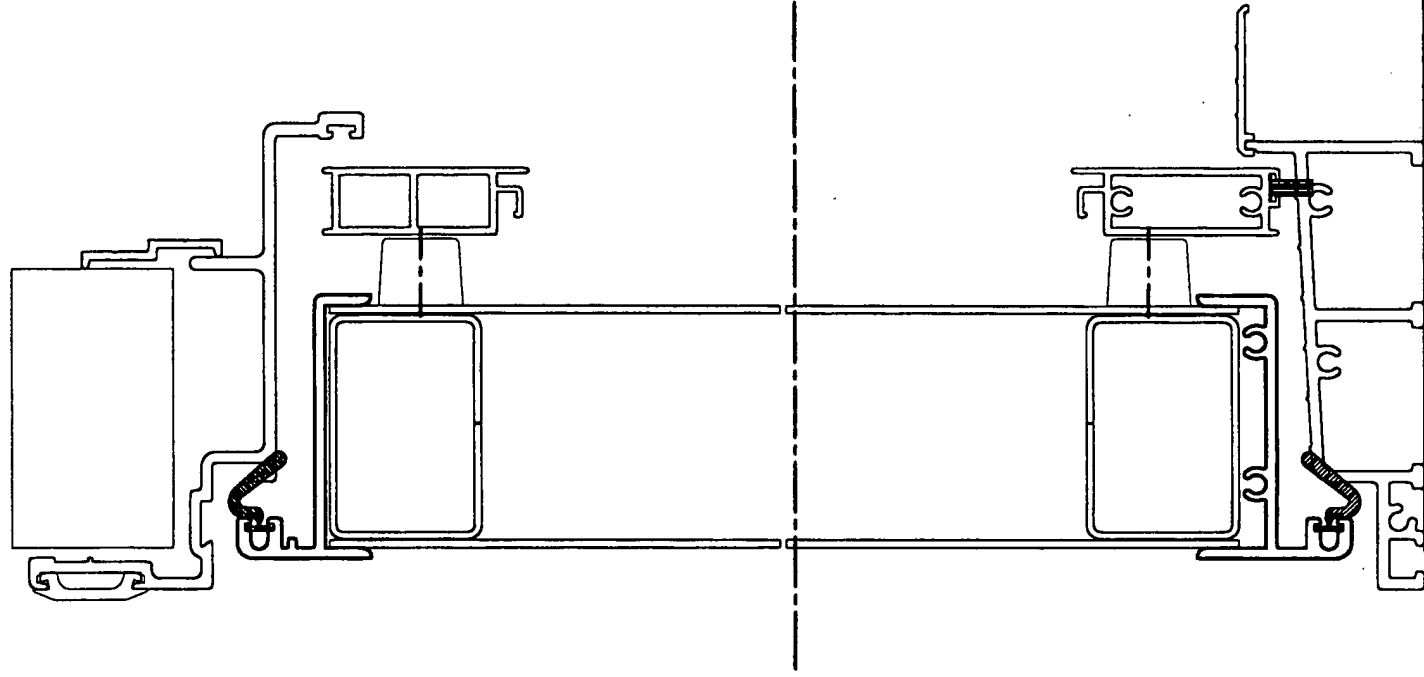
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JAN 20 1999

*John Lewis*

*<fax to Winnebago>*



VERTICAL SECT.  
PAGE 3 OF 4

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JAN 20 1999

*Lewis*

ITERATION 5.3 RV DOOR  
Philips Products  
19 January 1999

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FAX  
✓ TO

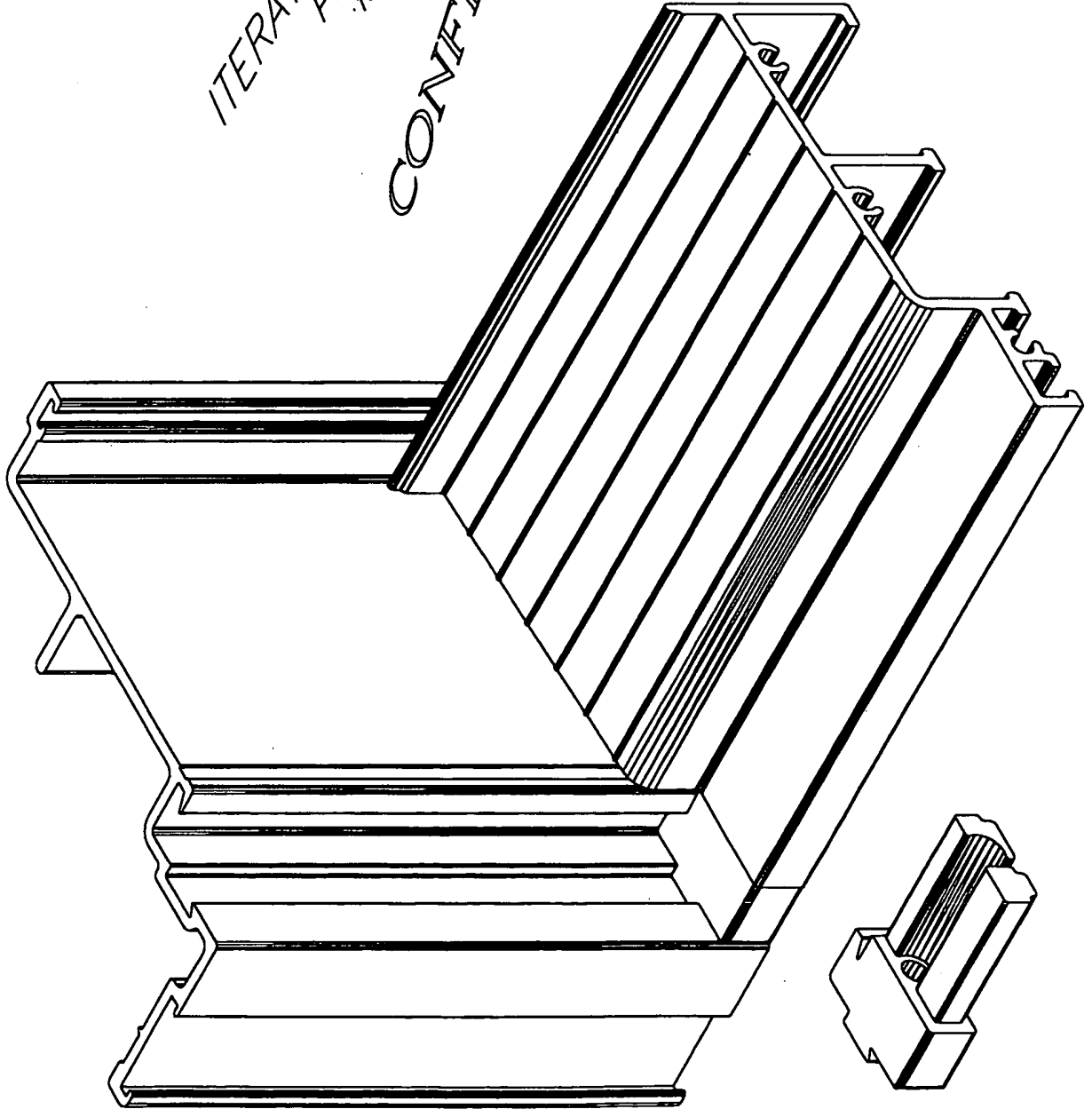
WINNEBAGO >

ISOMETRIC

FRAME - THRESHOLD

JUNCTION

PAGE 4 OF 4





PHILIPS PRODUCTS, INC.  
PO BOX 2327  
3221 MAGNUM DRIVE  
ELKHART, IN 46516

10/11/00

# INVOICE

INVOICE DATE	INVOICE NO
10/11/00	30535

PAGE: 1

REMIT TO	
PHILIPS PRODUCTS	
P O BOX 1360899	
PITTSBURGH PA 15251-6899	

231636  
FLEETWOOD MTR HMS-RIVERSIDE 47  
5300 VIA RICARDO  
P O BOX 5726  
RIVERSIDE CA 92517

FLEETWOOD MTR HMS-RIVERSIDE 47  
5300 VIA RICARDO  
P O BOX 5726  
RIVERSIDE CA 92517

PHONE 909 788 2920	WH 62 ORDER # 303313-00	SHIP DATE 10/11/00
CUSTOMER P.O.	TERMS	VIA
361-35572	2% 10TH AND 25TH	OUR TRUCK
		SALESMAN 0306
		FREIGHT CODE PFD

LINE NO	PART NO / MODEL	DESCRIPTION	QTY SHIPPED	UNIT PRICE	NET AMOUNT
		**MUST ARRIVE IN RIVERSIDE NO LATER THAN 10/13**			
1	6555RC	6555RC MOTOR HOME DOOR RADIUS WIDTH 6555RC 0027.500 HEIGHT 6555RC 0080.250	10	324.94	3249.40
		1-1/8" FLAT TAPERED SNOW WHITE TRIM RING WOOD CRATE			
2	2178NC	SCREWCORNER - NO CHARGE LENGTH/FT 0500.000 SW- SNOW WHITE	1	N/C	.00
		*****			
		INCLUDED PART: 10 ALUM THRESHOLDS			
		SUB TOTAL			
		IF PAID BY 10-25-00 DEDUCT			
		64.99			
		*****			
		3249.40			

TERMS DISCOUNT DOES NOT INCLUDE FREIGHT OR TAX.

PLEASE NOTE: TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFER TO THE INVOICE NUMBER ON YOUR REMITTANCE ADVICE, CHECK OR CORRESPONDENCE.

Thank You!  
PLANT COPY

INVOICE  
TOTAL

3249.40

10/15/01

No. 6951 P. 1/3

3221 Magnum Drive  
Elkhart, IN 46515  
Phone: 219-296-0000  
Fax No: 219-296-0146

**Philips Products  
Prod. Engineering**

# Fax

**To:** Larry Budica w/ Fleetwood**From:** John Lewis**Fax:** (909) 351-3986**Pages:** 3**Phone:****Date:** October 11, 2000**Re:** Confidential**CC:**

☐ Urgent   ☐ For Review   ☐ Please Comment   ☐ Please Reply   ☐ Please Recycle

**• Comments:**

Mr. Budica,

Please review the agreement, sign and return. Upon the signed return of the agreement I will then email you the drawings.

Thank You,

John W. Lewis, Jr.

10/15/00  
⇒ Steve Stachurski

PLEASE Give  
to John Lewis  
of Philips.

LARRY B,

mailed a copy of this  
document to Larry Budica  
(UPS 2nd Day)

on 10-19-00



## CONFIDENTIALITY AGREEMENT

This agreement made this 11th day of October, 2000, by and between PHILIPS PRODUCTS, INCORPORATED, A WHOLLY-OWNED SUBSIDIARY OF TOMKINS INDUSTRIES, INC., an Ohio corporation, having its principle place of business at 3221 Magnum Drive, Elkhart, Indiana 46516 ("Philips"); and Fleetwood Enterprises, Inc. (the COMPANY").

### Recitals:

- A. The COMPANY may be interested in purchasing certain product manufactured by PHILIPS for use in its recreational vehicles.
- B. PHILIPS is interested in selling the product to the COMPANY.
- C. In connection therewith, PHILIPS has furnished in confidence to the COMPANY a prototype of a product which the COMPANY may be interested in purchasing and may furnish to the COMPANY additional proprietary information of PHILIPS.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Definition. "CONFIDENTIAL INFORMATION" as used herein shall mean all manufacturing processes, devices, machinery, or production methods of PHILIPS, information, drawings, prototypes (including a prototype of a door which has already been disclosed in confidence to the COMPANY), documentation, know-how, devices and objects disclosed or made available to the COMPANY by PHILIPS and all information, drawings, documentation, know-how devices, objects or prototypes, whether prepared by the COMPANY or its affiliates or representatives or others, that contain or otherwise reflect or are based upon, in whole or part, the above described information disclosed or made available to the COMPANY by PHILIPS.
2. Trade Secret Acknowledgment. The COMPANY acknowledges and agrees that CONFIDENTIAL INFORMATION is valuable trade secret of PHILIPS and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Philips.
3. Treatment of the CONFIDENTIAL INFORMATION. In consideration of the disclosure to the COMPANY of CONFIDENTIAL INFORMATION, the COMPANY agrees to treat CONFIDENTIAL INFORMATION in confidence and to undertake the following additional obligations with respect thereto:
  - a. not to disclose CONFIDENTIAL INFORMATION outside of the COMPANY; to allow access to CONFIDENTIAL irreparable harm and loss to PHILIPS.
  - b. INFORMATION in confidence to COMPANY employees only on a "need to know" basis who are or will be bound by an appropriate confidentiality agreement which contains obligations sufficient to carry out the obligations contained in the Agreement.
  - c. to use the CONFIDENTIAL INFORMATION solely for the purpose of evaluating whether it desires to purchase product from PHILIPS;
  - d. not to copy CONFIDENTIAL INFORMATION or any portion thereof, and to return CONFIDENTIAL INFORMATION and all documents, prototypes, notes or physical evidence thereof to PHILIPS upon a request therefor from PHILIPS.
4. Remedies. The COMPANY agrees that money damages would not be a sufficient remedy for any breach of this Agreement, that in addition to all other remedies PHILIPS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and the COMPANY further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
5. Survival of obligations. The restrictions and obligations of paragraph 3 of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the COMPANY, its successors, heirs and assigns.

6. Negation of Licenses. Except as expressly set forth herein, no rights or license, expressed or implied, are hereby granted to the COMPANY as a result of or related to this agreement.
7. Applicable Law. This agreement shall be construed and enforced in accordance of the laws of the State of Ohio.
8. Agreement applications. The obligations in this Confidentiality Agreement regarding CONFIDENTIAL INFORMATION are not applicable to proprietary information which:
- a. is in, or subsequently comes into, the public domain without the wrongful act or breach of this Agreement by the COMPANY; or
  - b. can be shown by credible written evidence to have been known to the COMPANY prior to PHILIPS' disclosure; or
  - c. is developed by the COMPANY entirely independent of the disclosure; or
  - d. is disclosed with PHILIPS' prior written approval; or
  - e. is disclosed to the COMPANY by a third party not under any obligation with respect to proprietary information; and
  - f. PHILIPS hereafter discloses to a third party not under conditions of confidence but only to the extent said information is disclosed.
9. Term. Notwithstanding the earlier expiration, termination or cancellation of this Confidentiality Agreement and return of PHILIPS' CONFIDENTIAL INFORMATION, the COMPANY'S obligation to protect CONFIDENTIAL INFORMATION survives this Agreement for a period of not more than two (2) years from the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PHILIPS PRODUCTS, INCORPORATED  
A WHOLLY-OWNED SUBSIDIARY OF  
TOMKINS INDUSTRIES, INC.

By: 

Title: VP. ENGINEERING

FLEETWOOD ENTERPRISES, INC.

By: 

Title: P. E. Manager

## Balazs, James

---

**From:** Lewis, John [JLewis@PhilipsProducts.com]  
**Sent:** Wednesday, February 18, 2004 3:28 PM  
**To:** Lyon, Charles; Balazs, James  
**Subject:** FW: Series 6555 Pilot Run, at Fleetwood (Riverside), 16 - 18 October 2000

18 February 2004

Jim & Chuck~

I am also sending this email (the 12th and final for today!) that originally went to Fleetwood's Larry Eytcheson and Steve Stachowski back right after our visit of 16 October 2000 to install prototype units at Fleetwood's operation in Riverside, CA.

Best regards,

John Lewis

> -----Original Message-----

> From: Lewis, John  
> Sent: Thursday, October 19, 2000 4:20 PM  
> To: 'leytcheson@fleetwood.com'  
> Cc: 'steve.stachowski@fleetwood.com'; Cochran, Dick; Gehring, Jack;  
> Heffner, Nick; Jernigan, Allen; Jones, Mike; Lewis, John; Manthey,  
> Rob; May, Jimmy; Plencner, Bob; Plencner, Rachele; Rizzo, Chris;  
> Ruben, Dennis; Runte, John; Ryan, Barney; Saffell, Steven; Swaney,  
> Tom; Welz, Jim; Waggoner, Tracy; Willard, Brad; Runge, Ray; Luter,  
> Rob; Mason, Ron  
> (Ventline)  
> Subject: Series 6555 Pilot Run, at Fleetwood (Riverside), 16 - 18  
> October 2000  
> Importance: High  
>  
> Fleetwood and Philips personnel:  
>  
> Following are notes and action items resulting from the pilot run  
> installation of five (5) Series 6555 RV doors at Fleetwood RV  
> Production facility, Monday, 16 October 2000.  
>  
> Philips Action Items:  
>  
> Strike Bolt Action Items:  
> \* Change current TRI/MARK strike bolt to longer strike bolt (TRI/MARK  
> part number 11628-16).  
> \* Provide TRI/MARK with drawing of the above item, but revised so that  
> the threaded end is shortened to the extent that it does not project  
> beyond the "buck" (the rib on the back side of the frame extrusion) of  
> the door. TRI/MARK shall provide a quote for the revised part number  
> 11628-16 as well as a lead time for availability.  
> \* For all 6555 doors to be delivered to Fleetwood prior to the revised  
> part being available from TRI/MARK, Philips shall procure the longer  
> bolt, and grind off the threaded end as described above.  
> \* Philips to inquire of TRI/MARK if 35 foot-pounds of torque can be  
> increased to some greater amount (per Fleetwood request); If allowed,  
> Philips will modify strike bolt installation specifications  
> accordingly, and advise Fleetwood of same.  
>  
> Screen Door Action Items:  
> \* Ensure that the screen doors are centered vertically in the frames  
> so that they operate freely (while all of the 10 ea. 6555 doors were  
> installed and checked by Philips engineering personnel, screen door  
> clearance issues were seen when doors were installed in the motor  
> homes; the reason the doors fit at Philips and not during installation

- > is yet to be determined, but by centering the screen doors, sufficient
- > clearance should be present to accommodate variations induced by the
- > installation process, and the screen door clearance should not be an issue).
- > \* Monitor the installation of the screen fabric so that "hour
- > glassing" of the screen frame (and uneven screen-to-frame clearance)
- > does not result.
- > \* Re-design screen door hinge leaf so that milling of the "rib" on the
- > main frame beneath the screen hinge is not required.
- > \* For all 6555 doors to be delivered to Fleetwood prior to the revised
- > screen hinge part being available, Philips shall ensure that all
- > frames are milled beneath the screen door hinge leaf so that screen
- > door does not "bind" during normal operation (this defect was noted on
- > one of the doors installed at Fleetwood during the pilot run).
- > \* Investigate the use of shipping spacers at lock side edge and top &
- > bottom of screen door to ensure that screen door remains centered
- > during shipping, handling, and installation. This was suggested by
- > Chuck Murry of Fleetwood; and was a suggestion only; if, after
- > investigation by Philips, such a spacer does not provide any benefit,
- > it will not be included with the doors.
- >
- > Main Frame Action Items:
- > \* Use the threaded riv-nuts at all six (6) mounting holes in each
- > hinge assembly.
- > \* Leave the screw out of the outboard hole of the middle pair of holes
- > on the screw assembly. The pilot run doors were supplied with no
- > screw in the inboard hole of the middle pair of holes, with the
- > intention of driving a screw through this hole and into the side wall.
- > However, this hole is too far to the interior of the coach, and does
- > not align with the side wall. For this reason, the empty hole should
- > be the outboard screw hole instead of the inboard screw hole.
- > \* Provide Fleetwood with the proper screws to drive through hinge area
- > (develop specification for painted-head screws, supply to Fleetwood in
- > bulk).
- > \* Install an additional shipping spacer at the lock area of the prime
- > door to ensure the clearance in this area is not too small.
- > \* Change thickness specification on plywood so that it does not
- > project beyond the rib on the back side of the main frame extrusion.
- > \* Countersink, or reduce in some other manner, the projection of the
- > screw heads used to secure the threshold to the main frame at the
- > outermost screw boss location. The pan headed screws, as currently
- > specified and installed, effectively increase the "buck" width of the
- > door, and impinge into the rough opening, reducing the clearance and
- > the ability to shift the door and adjust during installation.
- >
- > Trim Ring Action Items:
- > \* Provide Fleetwood with a the dimension between the edge of the trim
- > ring and the outer face of the main frame so Fleetwood could develop
- > spacer blocks to aid in the installation of this item.
- > \* If so directed by Fleetwood, change the length specification of the
- > inner trim ring to near net dimension, thereby eliminating the
- > shipping and trimming off of excessive amounts of extra trim ring
- > material.
- >
- > Miscellaneous Action Items:
- > \* Modify the V-notch cutout in the 12"-long edge reinforcement plate
- > so that it provides additional clearance with the strike bolt washer
- > (add radii, chamfer).
- > \* Change the specification for the screen door seal; delete the
- > requirement for a center fin (supply the item as "pile only", and no
- > center fin).
- > \* Ensure the TRI/MARK rotary lock is tightened down sufficiently so as
- > to eliminate the shifting and movement of this lock during operation.
- > \* Investigate the use of an installation/shipping spacer that fits at
- > the outermost reveal between the prime door and the main frame to
- > ensure door is installed with the exact amount of clearance between
- > prime door and frame.
- > \* Provide Fleetwood with a drawing of the rough opening, including

> maximum and minimum dimensions in width and height.  
>  
> Fleetwood Action Items:  
>  
> Rough Opening Action Items:  
> \* Ensure rough opening is constructed to the width, height, and  
> squareness specifications provided in the drawing provided by Philips  
> (see Philips Action Items, above).  
> \* Ensure the rough opening is flat; no point along the edge of the  
> rough opening shall deviate more than 1/8" from the flat plane of the  
> side wall that defines the face of the rough opening.  
>  
> Strike Bolt Action Items:  
> \* Ensure the strike bolt is tightened to 35 foot-pounds of torque.  
>  
> Additional Notes:  
>  
> Serial Numbers of the five (5) coaches in the Monday, 16 October 2000  
> pilot run: 70137, 70138, 70139, 70140, 70141  
>  
> Serial Numbers of the five (5) coaches yet to be run, week ending 22  
> October 2000 pilot run: 70165, 70166, 70167, 70168, 70169  
>  
> Results of road test:  
> \* Sound level tests of installed door in coach 70137 (?) were  
> inconclusive; the door was evaluated both in its original condition  
> (no auxiliary "noise reduction" seal), and with the "noise reduction"  
> seal installed. Due to variations in road surface, traffic, and other  
> ambient conditions, no conclusions were reached regarding the need for  
> the auxiliary "noise seal". It was the opinion of the group that in  
> this particular coach, (gasoline engine at front of chassis, door at  
> "mid coach" location) and under the conditions observed, the door,  
> both with and without the auxiliary seal, did not contribute in any  
> significant manner to the interior noise level in the coach.  
> \* The door installed in the coach that was road tested was water  
> tested with no leaks observed.  
>  
>  
> Thank You!  
> John W. Lewis, Jr.  
> Vice President of Engineering  
> Philips Products, Inc.  
> (219) 296-0051  
> jlewis@philipsproducts.com  
>

11/01/00

11:32am From-Fleetwood Motor Homes of California, Inc 9097885298

T-453 P.001/001 F-045

FLEETWOOD MOTOR HOMES OF CALIFORNIA, INC.  
 BOUNDER / PACE ARROW / SOUTHWIND / VISION  
 5300 VIA RICARDO, P.O. BOX 5726  
 RIVERSIDE, CA 92517  
 909/788-2920

355182

## PURCHASE ORDER

NO. 47-29217

## SPECIAL REMARKS

Attn: Jack Gehring

A200273  
 TO: Philips Industries

CONFIRMING PHONE ORDER WITH: (DO NOT DUPLICATE)				DATE PROMISED	FOB	SHIP VIA	TERMS 2% 1001	
DATE OF ORDER	DATE REQUIRED	PART NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS AND CORRESPONDENCE						
11/01/00	12/20/00							
QUANTITY	UNIT	PART NUMBER	DESCRIPTION				UNIT PRICE	
30	EA	<del>102-5045</del>	1	Entry Door (New door)				
			2					
			3					
			4					
			5					
			6					
			7					
			8					
			9					
			10					
			11					
			12					
			13					
			14					
			15					
			16					
			17					

- OUR ORDER NUMBER AND PART NUMBER MUST APPEAR ON ALL PAPERS AND PACKAGES
- NOTIFY US AT ONCE IF YOU ARE UNABLE TO DELIVER COMPLETE ORDER BY DATE SPECIFIED.
- INVOICE IN DUPLICATE

A SUBSIDIARY OF FLEETWOOD ENTERPRISES, INC.



PHILIPS PRODUCTS, INC.  
PO BOX 2327  
3221 MAGNUM DRIVE  
ELKHART, IN 46516

01/10/01 INVOICE

INVOICE DATE	INVOICE NO.
1/10/01	3116864

PAGE: 1

REMIT TO  
PHILIPS PRODUCTS  
P.O. BOX 360899  
PITTSBURGH, PA 15251-5899

231636

FLEETWOOD MTR HMS-RIVERSIDE 47

5300 VIA RICARDO

P.O. BOX 5726

RIVERSIDE

CA 92517

FLEETWOOD MTR HMS-RIVERSIDE 47

5300 VIA RICARDO

P.O. BOX 5726

RIVERSIDE

CA 92517

T  
O

HONE 909 788 2920 MH 62 ORDER # 355182-00 SHIP DATE 1/10/01

CUSTOMER P.O. TERMS VIA SALESMAN FREIGHT CODE

17-29217 2% 10TH AND 25TH OUR TRUCK C306 PPD

LINE NO.	PART NO. / MODEL	DESCRIPTION	QTY SHIPPED	UNIT PRICE	NET AMOUNT
----------	------------------	-------------	-------------	------------	------------

1 6555RC

6555RC MOTOR HOME DOOR RADIUS  
WIDTH 6555RC 0027.500  
HEIGHT 6555RC 0080.250  
R-H RIGHT HAND

30

324.94

9748.20

\*\*\*\*\*  
INCLUDED PARTS:  
30 ALUM THRESHOLDS  
30 TRIM RINGS - SEE BODY OF ORDER  
VISIT US ON OUR WEBSITE: WWW.VENTLINE.COM

SUB TOTAL

9748.20

IF PAID BY 01-25-01 DEDUCT

194.96

TERMS DISCOUNT DOES NOT INCLUDE FREIGHT OR TAX.

EASE NOTE: TO INSURE PROPER CREDIT TO YOUR  
ACCOUNT, PLEASE REFER TO THE INVOICE NUMBER ON  
OUR REMITTANCE ADVICE, CHECK OR CORRESPONDENCE.

Thank You!

INVOICE  
TOTAL

9748.20

PLANT COPY

**Gehring, Jack**

---

**From:** Ryan, Dan [dan.ryan@fleetwood.com]  
**Sent:** Monday, April 09, 2001 9:33 AM  
**To:** Jack Gehring (E-mail)  
**Cc:** Lam, Brandon; Adams, Tim  
**Subject:** Philips 65/55 door

Jack, part number #J02-6100 has been assigned for the new Philips door.  
Please provide your official quotation to me so I can setup our pricing.  
Thank you.

Daniel L. Ryan  
Materials Manager  
Motor Home Division, Fleetwood

(909) 351-3566 phone  
(909) 353-7032 fax